



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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SHERYL L. SPILLER
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Board of Supervisors

GLORIA MOLINA
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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

June 06, 2012

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

26 June 6, 2012

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE COMMUNITY COLLEGE CalWORKs PROGRAM
 CONTRACTS
 (ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) requires the services of the 13 community college districts in Los Angeles County to provide out-of-classroom coordination services to assist CalWORKs participants in completing their educational program, complying with State work participation requirements and acquiring employment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute contracts with the 13 community college districts listed in Enclosure B, substantially similar to the contract in Enclosure C for the Community College CalWORKs Program. The contracts will be effective July 1, 2012 through June 30, 2015. The annual maximum contract amount for the contracts is \$2.2 million, with a three year maximum of \$6.6 million. Funding for these contracts is included in the Fiscal Year (FY) 2012-13 Budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Acting Director of DPSS to prepare and execute amendments to the Community College CalWORKs Program contracts in order to add any relevant updated terms and conditions and increase/decrease the total maximum contract amount provided that the aggregate amount of the increase for all 13 contracts per year does not exceed ten percent (\$220,000) of the current \$2.2 million annual allotment and that; a) sufficient funding is available; (b) prior Chief Executive Office (CEO) approval and County Counsel approval as to form is obtained and, (c) the Acting Director or her designee notifies the Board and CEO in writing within ten business days after

execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts for these services expire June 30, 2012. Board approval is recommended to continue contracting with all 13 community college districts in Los Angeles County to provide services to CalWORKs participants.

During FY 2010-11, the colleges enrolled a total of 9,702 CalWORKs participants. For the year, this involved 209,508 day-to-day service contacts with CalWORKs participants. The colleges provide a comprehensive intake for students, which includes a personal interview and history taking, placement testing for basic skills, and referrals to college career counseling offices as needed. The colleges also provide case management services for the participants. The colleges work in conjunction with Greater Avenues for Independence (GAIN) Services Workers (GSWs) to provide participant information regarding progress reports and school enrollment, and to review the completion of participant monthly attendance report forms (GN 6365). The colleges also serve as advocates for the participants in terms of issues related to, but not limited to, child care, transportation, ancillary payments, and learning disabilities.

If the colleges stop providing services, participants will be unable to provide the necessary documents to their GSWs timely, which impacts meeting the mandated federal Work Participation Rate. Also, participants who fall through the cracks for some length of time because services have stopped will be severely and negatively impacted due to the cash aid time limit.

In 2002, the Governor of California with the Legislature's approval proposed to the community colleges that they obtain matching funds to the State's allocation for the colleges' CalWORKs Coordination Services Program. The community colleges presented a proposal to the County. As a result, on June 26, 2002, the Board instructed the Department to implement an appropriate mechanism to provide matching funds to the 13 community college districts to sustain the colleges' CalWORKs program for FY 2002-03. The County has contracted with the 13 community college districts since that time.

Most recently, on June 16, 2009, the Board delegated authority to the DPSS Director to renew all 13 contracts for three years effective July 1, 2009 through June 30, 2012, funded with CalWORKs Single Allocation at a cost of \$6.6 million or \$2.2 million annually.

Implementation of Strategic Plan Goals

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The three-year term of the Community College CalWORKs Program contracts with the 13 community college districts will be effective July 1, 2012 or upon the DPSS Director's approval, whichever is later, through June 30, 2015. The cost will be funded through CalWORKs Single Allocation at a cost of \$6.6 million or \$2.2 million annually. Funding for FY 2012-13 is included in the 2012-13 Budget. Funding for future years will be included in the Department's budget requests. There is no net County cost impact after the required CalWORKs Maintenance of Effort is met. The

requested delegation to amend these contracts is for no more than a ten percent increase/decrease in cost from the aggregate amount of all 13 contracts per year. Further, whenever there is an increase or decrease in funding in a contract, there will be a commensurate increase or decrease in services under the contract.

The funding allocation per District for the first year (FY 2012-13) will remain the same as the current Community College CalWORKs Program contracts with the 13 community college districts. Funding allocations for the third year (FY 2014-15) will be based on the Chancellor's official enrollment data for FY 2010-11. Funding allocations for the second year (FY 2013-14) will be based on the midpoint amount between the first year and third year official enrollment data.

The funding allocation for each District had not been updated since 2002. The Community College Districts requested the use of the Chancellor's data because it most accurately reflects the number of CalWORKs participants enrolled per District. The Districts are in agreement with the funding allocation for all three fiscal years reflected in Enclosure B.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized under Government Code Sections 26227 and 31000 and the County's GAIN program to provide these services.

The CEO and County Counsel have reviewed this Board letter and the sample contract has been approved as to form by County Counsel. The 13 community college districts have provided satisfactory services to the County for the past nine years.

The contractors will not be asked to perform services which will exceed the contracts' rates, scope of work or contract term.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The County may terminate the contracts with a 30 calendar day prior written notice.

CONTRACTING PROCESS

The California Department of Social Services Purchase of Service Regulations state that contracts may be negotiated without formal advertising for any service rendered by a local government agency, public university, public college or other public educational institution (Enclosure A). Thus, these contracts were not the result of a competitive solicitation but rather procurement by negotiation. The contracts are with all 13 community college districts in Los Angeles County, which are the only agencies that can provide the services.

New language in these contracts includes modifications to Section 9.18 (Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List) and Section 9.19 (Consideration of Hiring GAIN or General Relief Opportunities for Work (GROW) Program Participants for Employment). Due to the Districts being public institutions of instruction, they must abide by their own rules when hiring staff. Specifically, the Districts must follow policies such as the California Education Code, District board rules, administrative regulations, personnel commission rules and collective bargaining agreements. This modified language was included in both sections. Also, the modified language includes a notation that both County employees and GAIN/GROW participants will be considered for hire on the same terms as all other qualified applicants for the positions open

within the Districts.

Section 9.36 of the Contract (Indemnification) was also modified to include mutual indemnification because the Contract is with a public institution. DPSS requested Risk Management's opinion regarding the inclusion of mutual indemnification. Risk Management noted that the language for Indemnification is not the standard language used, but is acceptable, and the use of the Community College District's language does not increase the risk to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER

Acting Director

SLS:GA:vo

Enclosures

- c: Chief Executive Officer
- Acting County Counsel
- Executive Officer, Board of Supervisors
- Deputy Chief Executive Officer

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
✓	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. <p>The contract services can only be provided by the thirteen Los Angeles community college districts.</p>
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation).
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>Other reason. Please explain:</p> <p>The contracts are with all thirteen community college districts in Los Angeles County. The Department requires the out-of-classroom coordination services rendered by the community colleges to 1) facilitate the expeditious return of necessary education and training verification documents for CalWORKs participants and 2) to assist participants in completing their educational program. The colleges provide participants with (1) a comprehensive intake, (2) testing for basic skills, (3) referrals to college career counseling, and (4) case management services. The colleges work with GAIN Services Workers (GSWs) to provide participant information regarding progress reports and school enrollment. California Department of Social Services (CDSS) regulations permit DPSS to enter into sole-source contracts with governmental agencies without formal advertising for any service rendered by any federal, State, or local government agency, public university, public college or other public educational institution.</p>
 Deputy Chief Executive Officer, CEO	5/23/12 Date

**COMMUNITY COLLEGES CALWORKS PROGRAM
ALLOCATION OF FUNDS PER FISCAL YEAR**

Community College District (13)	FY 12-13 Contract Amount	FY 13-14 Contract Amount	FY 14-15 Contract Amount	Three-Year Contract Amount
Antelope Valley	\$115,000	\$131,000	\$147,000	\$393,000
Cerritos	\$90,000	\$89,000	\$88,000	\$267,000
Citrus	\$53,000	\$49,000	\$45,000	\$147,000
Compton	\$136,000	\$131,500	\$127,000	\$394,500
El Camino	\$126,000	\$111,000	\$96,000	\$333,000
Glendale	\$191,000	\$237,500	\$284,000	\$712,500
Long Beach	\$205,000	\$174,500	\$144,000	\$523,500
Mt. San Antonio	\$86,000	\$89,500	\$93,000	\$268,500
Pasadena	\$89,000	\$73,000	\$57,000	\$219,000
Rio Hondo	\$55,000	\$52,500	\$50,000	\$157,500
Santa Clarita	\$17,000	\$24,000	\$31,000	\$72,000
Santa Monica	\$64,000	\$51,000	\$38,000	\$153,000
Los Angeles	\$973,000	\$986,500	\$1,000,000	\$2,959,500
TOTAL	\$2,200,000	\$2,200,000	\$2,200,000	\$6,600,000

SAMPLE CONTRACT

Contract No.: XXX

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**COMMUNITY COLLEGE CALWORKS PROGRAM
CONTRACT**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_____ **COMMUNITY COLLEGE DISTRICT**

FOR

OUT-OF-CLASSROOM COORDINATION SERVICES

FOR THE PERIOD OF

JULY 1, 2012 THROUGH JUNE 30, 2015

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
_____ **COMMUNITY COLLEGE DISTRICT**
FOR
OUT-OF CLASSROOM COORDINATION SERVICES

This Contract and Attachments made and entered into this 1st day of July, 2012 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and _____ Community College District, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at _____.

RECITALS

WHEREAS, CONTRACTOR is a public educational institution and is qualified to provide out-of-classroom coordination services to students participating in the CalWORKs programs as set forth hereunder and possesses the skills, experience, personnel, education and competency to provide such services; and

WHEREAS, COUNTY wishes to ensure the continuation of the Community College CalWORKs program and engage the services of a public educational institution with special expertise and experience to administer the program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- | | |
|--------------|--|
| Attachment A | Statement of Work and Technical Exhibits |
| Attachment B | CONTRACTOR's Budget |
| Attachment C | CONTRACTOR's/Employee Acknowledgement and Confidentiality |
| Attachment D | COUNTY's Administration |
| Attachment E | CONTRACTOR's Administration |
| Attachment F | CONTRACTOR'S EEO Certification |
| Attachment G | Bidder's/Offeror's Non-Discrimination In-Service Statement |
| Attachment H | Monthly Invoice |
| Attachment I | Quarterly Reconciliation Report |
| Attachment J | Internal Revenue Services Earned Income Credit Notice |

Attachment K	CONTRACTOR Employee Jury Ordinance
Attachment L	Charitable Contributions Certification
Attachment M	Civil Rights Forms
Attachment N	Monthly Attendance Report
Attachment O	Safely Surrendered Baby Law
Attachment P	Language Designation Form
Attachment Q	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 9.1 – Changes and Amendment of Terms, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable leeway or variance from the Contract Standard, above which the COUNTY will reject a specific service.

2.2 Adult Basic Education

A Welfare-to-Work (W-t-W) activity which gives instruction in reading, writing, arithmetic, high school proficiency or a general education development certificate instruction, and English-as-a-Second Language.

2.3 Board of Supervisors

The Los Angeles COUNTY Board of Supervisors, which is the governing body of the COUNTY of Los Angeles.

2.4 Budget

The document that details the CONTRACTOR's costs for providing services and is included in the Contract as Attachment B.

2.5 Business Days

Business days are Monday through Friday, excluding COUNTY holidays and CONTRACTOR established and scheduled holidays and breaks.

2.6 **California Work Opportunities and Responsibility to Kids (CalWORKs)**

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, public assistance and Welfare-to-Work.

2.7 **CalWORKs Participant**

An individual who is receiving CalWORKs funds and who COUNTY has determined is eligible to participate in the GAIN Program or the Refugee Employment Program through COUNTY referral via a GAIN referral form GN 6005 or GN 6006.

2.8 **Career Assessment**

If the full-time employed participant opts for post-employment services, he/she is referred for a Career Assessment before being assigned to any post-employment service activity. The CalWORKs Participant's career plan is developed by the vocational assessor and the W-t-W participant using assessment test results and career development information.

2.9 **Case Management Services**

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the CalWORKs Participant's employability and need for specialized supportive services; tracking and evaluating the CalWORKs Participant's progress in work activities and referring the CalWORKs Participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file and completing other required documents.

2.10 **Community College CalWORKs Program**

The program that offers out-of classroom coordination services to assist CalWORKs Participants in completing their educational program (the course of study the CalWORKs Participant is enrolled in) complying with State work participation requirements and acquiring employment.

2.11 **Contract**

This agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.

2.12 **CONTRACTOR**

CONTRACTOR is [**Legal Name of Contractor to be inserted**]

2.13 **Contractor Manager**

The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.14 **Contract Management Division**

The Department of Public Social Services' Division responsible for the Contract.

2.15 **Contract Monitoring Plan**

The plan developed by the COUNTY, specifically for this Contract, to monitor compliance with the Contract.

2.16 **Contract Start Date**

The date CONTRACTOR begins work in accordance with the terms of the Contract.

2.17 **Contract Discrepancy Report**

The report that is used when the performance of CONTRACTOR is unacceptable, and/or when the number of discrepancies found during Contract monitoring exceed the number of discrepancies allowed by the AQL.

2.18 **Core Activities**

The following components constitute core activities as defined by the State: 1) unsubsidized employment, 2) subsidized private sector employment, 3) subsidized public sector employment, 4) work experience, 5) on-the-job training, 6) grant-based on-the-job training, 7) supported work or transitional employment, 8) work-study, 9) self-employment, 10) community service, 11) vocational education and training (limited to twelve (12) months), and 12) job search and job readiness assistance.

2.19 **Intentionally Omitted**

2.20 **COUNTY Contract Program Monitor (CPM)**

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.

2.21 **COUNTY Contract Director**

Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Contract Administrator.

2.22 **COUNTY Contract Administrator (CCA)**

Person designated by COUNTY's Project Director to manage the operations under this Contract.

2.23 **Day(s):**

Calendar day(s) unless otherwise specified.

2.24 **Degree of Deviation**

The maximum allowable degree of deviation from perfect performance or COUNTY established standard that is allowed for each required service before the COUNTY assesses the appropriate remedy, including but not limited to fiscal deductions.

2.25 **Department of Public Social Services (DPSS or Department)**

Los Angeles COUNTY DPSS responsible for providing social, financial, and employment services to eligible persons in Los Angeles COUNTY.

2.26 **Development Activities**

Those activities necessary for CONTRACTOR to assess develop and implement coordination services.

2.27 **Director/Department Head**

The Director of the DPSS, or his/her authorized representative(s).

2.28 **Disclose, Disclosed Or Disclosure**

With respect to Health Information, mean the release, transfer, provision of access to or divulging of in any other manner of Health Information outside CONTRACTOR's internal operations or to other than its employees. "Disclose," "Disclosed" and "Disclosure" mean, with respect to

Education Records or Personally Identifiable Information, to permit access to or the release, transfer or other communication of Personally Identifiable Information contained in the CalWORKs Participant's education records to any party, by any means, including oral, written or electronic means.

2.29 **Effective Date**

The date of execution of the Contract by the Los Angeles COUNTY Board of Supervisors, or the date specified in the Contract, whichever is later.

2.30 **Exited Participants**

A participant who has completed his/her program and has received a degree or certificate based on their W-t-W plan or a participant who has not completed their program because they dropped from the program.

2.31 **Federal-Countable Activities**

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six (6) weeks per FFY), Vocational Training (twelve (12) months only), Self-Initiated Program (twelve (12) months only), and/or Cal-Learn.

2.32 **Fiscal Year**

The twelve (12) month period beginning July 1st and ending the following June 30th.

2.33 **Full-time**

For W-t-W activities purposes, all non-exempt adults enrolled in at least twenty (20) hours per week of Core W-t-W Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core W-t-W activities that will aid recipients in obtaining employment.

2.34 **Full-Time Job (For Employment)**

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two-parent household, in a job expected to last at least thirty (30) days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.35 **GAIN Employment Activity and Reporting System (GEARS)**

GEARS, the acronym for “GAIN Employment Activity and Reporting System” is the automated data management system, used to support the GAIN program in Los Angeles COUNTY, designed to track the GAIN participant’s employment, education, vocational and training activities; authorize payments; generate reports; maintain inventories of available resources; and provide program monitoring data.

2.36 **GAIN Program Division (GPD) a.k.a. CalWORKs and GAIN Division**

A Division within DPSS assigned the responsibility for administration of the GAIN Program. The Division may also provide technical assistance to CONTRACTOR, when necessary, to ensure that GAIN/CalWORKs program requirements are met.

2.37 **GAIN Service Worker (GSW)**

The employee of the Department of Public Social Services GAIN Line Operations who directly provides Case Management Services to GAIN program participants.

2.38 **Greater Avenues for Independence (GAIN)**

GAIN is the acronym for “Greater Avenues for Independence” program. COUNTY developed the GAIN program as a result of the Welfare-to-Work (W-t-W) legislation. The GAIN program, COUNTY’s W-t-W program, establishes a comprehensive system of services to assist CalWORKs applicants/recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.39 **Maximum Contract Sum**

The contract sum payable each fiscal year during the term of a Contract.

2.40 **Non-Core Activities**

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) mental health, 7) substance abuse, 8) domestic violence services, 9) vocational education/training beyond the limitation of twelve (12) months, and 10) life skill classes, and 11) other activities necessary to assist the participant in obtaining unsubsidized employment.

2.41 **Post-Time Limit**

Post-Time Limit (PTL) services gives timed-off participants the opportunity to continue to engage in GAIN activities and receive the supportive services necessary to obtain self-sufficiency. Currently, timed-off participants are limited to 12 months of PTL services from the date the participant was deleted from the Assistance Unit (AU). Timed-off participants who volunteer for GAIN services are subject to the same requirements as other exempt participants. Unless the timed-off participant is employed or eligible for a waiver, he/she must participate in a Community Services activity, referred to as Job Intern (JI), for a minimum of 32 hours per month, in addition to approved PTL activities.

2.42 **Performance Requirements Summary (PRS)**

The document, furnished by COUNTY (Attachment A, Technical Exhibit I) which identifies and summarizes the key performance indicators of this Contract. COUNTY will use the PRS in evaluating CONTRACTOR Performance to assure that the Contract performance standards are met.

2.43 **Progress Report (GN 6070)**

A report of the CalWORKs Participant's progress and attendance in the education/training program at CONTRACTOR's site.

2.44 **Qualified Bilingual Employee**

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by CONTRACTOR, and approved by COUNTY, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

2.45 **Quality Control Program**

All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.46 **Refugee Employment Program (REP)**

REP provides case management, employment/training and placement services to refugees residing in the United States for less than five (5) years (excluding any Federal waivers) and asylees.

2.47 **Self-Initiated Programs (SIP)**

SIP is an education or training program in which a CalWORKs Participant is enrolled prior to the date of their GAIN appraisal appointment. The referral form used for SIPs is the GN 6005A – Verification of Welfare-to-Work Participation Hours.

2.48 **Service Provider Referral Form (GN 6006)**

COUNTY form that provides information to CONTRACTOR about the CalWORKs Participant.

2.49 **Statement of Work (SOW)**

The portion of this Contract that describes: 1) Specific requirements for services and deliverables associated with those services; and 2) the relationship that will exist between the COUNTY and CONTRACTOR.

2.50 **Task(s)**

Activities to be performed by CONTRACTOR under this Contract including those identified in Attachment A, Statement of Work.

2.51 **Verification of Welfare-to-Work Participation Hours (GN 6005A)**

This form is used by the GSW and CCM for verifying all CalWORKs Welfare-to-Work activities except for verifying employment and Domestic Violence.

2.52 **Virtual Private Network (VPN)**

Network used to create a connection across an insecure public network; such as, the internet that works like a secure connection within the office.

2.53 **WEB GEARS**

A Web System used to interface with GEARS' mainframe. It enhances functionality such as Web reports and PDF notices and allows users to view and locally print reports and notices. The Web System is accessible via a browser on the user's computer.

2.54 **Welfare-to-Work (W-t-W) Activities**

A list of allowable Welfare-to-Work activities to which the CalWORKs Participant may be assigned as specified under the CalWORKs program rules and regulations.

2.55 **Welfare-to-Work (W-t-W) Plan (GN 6014)**

A plan developed with the participant based on an assessment of the participant's skills, education and work history. The Plan includes specific activity assignments, the hours of participation, services and time frames for completing the assigned W-t-W activity. Additionally, the Plan is used to guide the CalWORKs Participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services and educational/job skills training directly related to employment.

2.56 **Welfare-to-Work Plan: Activity Assignment**

A binding agreement between a CalWORKs Participant and DPSS prepared by the GAIN or REP Case Manager and executed when the participant begins a new W-t-W activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

2.57 **Work Participation Rate Requirements**

The number of hours per week a CalWORKs Participant is required to engage in W-t-W activities. Also, the percentage of participants meeting the participation rates as required by federal regulations for states and counties.

2.58 **Work Study**

Work Study provides CalWORKs Participants with paid work while pursuing an educational program (the course of study the CalWORKs Participant is enrolled in). To be eligible for work study, CalWORKs Participants must be enrolled in a post-secondary program that participates in a work study program. Work study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

2.59 **Work Study in Public Agencies Program**

The Work Study Program in Public Agencies (WSPA) Program allows CalWORKs students enrolled in a community college, at least part-time, to take part in a work study activity at a participating public agency. Students earn a wage above minimum wage.

3.0 **WORK**

3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and

other work as set forth in Attachment A, Statement of Work, and Technical Exhibits.

- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.
- 3.3 CONTRACTOR shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, CONTRACTOR shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at http://www.ladpss.org/dpss/contracts/pdf/ac_handbook_07_2000.pdf.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing on July 1, 2012 and shall expire on June 30, 2015 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address(es) herein provided in Attachment D - COUNTY's Administration.

5.0 MAXIMUM CONTRACT SUM

- 5.1 The maximum total cost for this contract is XXX dollars (\$XXX,XXX) for the three year period of July 1, 2012 through June 30, 2015. The Maximum Contract Sum for each fiscal year is as follows:

Fiscal Year 2012-2013	\$XXX,XXX
Fiscal Year 2013-2014	\$XXX,XXX
Fiscal Year 2014-2015	\$XXX,XXX

The COUNTY shall not be liable in any event for payment in excess of this Maximum Contract Sum.

- 5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75% of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Management Division
Attn: CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Contract, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the COUNTY.

6.0 INVOICES AND PAYMENTS

- 6.1 For the period July 1, 2012 through June 30, 2015, the COUNTY shall pay the CONTRACTOR for the services provided under this Contract for actual costs incurred by CONTRACTOR in accordance with Attachment B, CONTRACTOR's Budget. The CONTRACTOR's compensation shall be subject to the limits set forth in the provisions of Paragraph 5.0, Maximum Contract Sum. CONTRACTOR shall not exceed each fiscal year's Maximum Contract Sum and shall not roll-over unspent funds to the next fiscal year.
- 6.2 Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due. Costs are to be reconciled to the actual cost quarterly as stated in sub-paragraph 6.4.4 hereunder (see, Quarterly Reconciliation (Attachment I) Report for format).
- 6.3 CONTRACTOR shall prepare and submit the Monthly Invoice (Attachment H for format), each in an original and one (1) copy, to the CCA on a monthly basis. The monthly invoice is due by the twentieth (20th) calendar day of the month following the month in which services were provided, or payment may be delayed. Attached to each invoice shall be the Monthly Management Report (MMR) (Attachment A, Technical Exhibit II), and documentation to support the invoiced amounts. This documentation shall include, but not be limited to, those items as specified in the MMR.

Payment to CONTRACTOR shall be only upon written approval of the invoice by CCA or his/her designated representative. CONTRACTOR shall submit the invoice to the CCA at:

Department of Public Social Services
Contract Management Division
Attn: CCA
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

6.4 COUNTY Approval of Invoices

- 6.4.1 All invoices submitted by the CONTRACTOR for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 6.4.2 COUNTY shall review and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's monthly invoice. COUNTY will make a reasonable effort to effect payment to CONTRACTOR within thirty (30) days from receipt of an invoice which is accurate as to form and content.
- 6.4.3 CONTRACTOR shall invoice and COUNTY shall authorize payment only for costs incurred during the invoice month. For invoicing purposes, CONTRACTOR shall clearly identify such costs as for the "Community College CalWORKs Program."
- 6.4.4 CONTRACTOR shall reconcile their monthly invoice on a quarterly basis using the Quarterly Reconciliation Report (see Attachment I, Quarterly Reconciliation Report) for the recently completed quarter and submit to COUNTY by the thirtieth (30th) day of the following month (e.g., reconciliation of invoices submitted for July 2012 through September 2012 are due October 30, 2012), supported by detailed (line item) documentation in accordance with Attachment B, CONTRACTOR's Budget:
 - 6.4.4.1 Administrative and support services costs shall be separately identified.
 - 6.4.4.2 Personnel costs shall be itemized by pay classification.
 - 6.4.4.3 One (1) time only costs shall be clearly identified.
 - 6.4.4.4 Any prorated costs shall be clearly identified.
- 6.4.5 CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories listed in Attachment B, CONTRACTOR's Budget, to a maximum of fifteen (15%) of each part, not to exceed the total

Contract amount. Reallocation of funds by CONTRACTOR by more than fifteen (15%) percent between the major cost categories requires written approval of the Director.

- 6.4.6 If DPSS finds that the Quarterly Reconciliation Report shows COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against future payments hereunder to CONTRACTOR. In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.
- 6.4.7 The Quarterly Reconciliation Report will be due by the thirtieth (30th) of the month following the end of the quarter. Reconciliation reports not filed will cause an immediate payment suspension of all invoices received after the quarterly reconciliation date.
- 6.4.8 COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract which has not been deducted from any payment made by the COUNTY to CONTRACTOR.
- 6.4.9 As this Contract is awarded to a public educational institution, the Contract payment will be subject to actual cost contract requirements and is based on actual costs incurred by CONTRACTOR in administering the Contract.
- 6.4.10 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.

6.5 No Payment for Services Provided Following Expiration/ Termination of Contract

- 6.5.1 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6.5.2 COUNTY shall have no requirement for payment other than as set forth in this Contract.

6.5.3 COUNTY shall not be liable for billings submitted more than one (1) year after the date services were rendered.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

County shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following sub-paragraphs is designated in Attachment D - COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

7.1 COUNTY's Contract Director

Responsibilities of the COUNTY's Contract Director include:

- Ensuring that the objectives of this Contract are met.
- Providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

7.2 COUNTY's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- Meeting with CONTRACTOR's Contract Manager on an as needed basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Informing CONTRACTOR of the name, address, telephone number and e-mail address of the CCA, in writing, at the time the Contract is awarded, and at anytime thereafter a change of CCA is made.

7.3 COUNTY's Contract Program Monitor (CPM)

The CPM is responsible for overseeing the monitoring of this Contract. The CPM reports to the CCA.

8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR is required to submit annually the documentation of its legal identity to the CCA.

8.1 CONTRACTOR's Contract Manager

8.1.1 CONTRACTOR's Contract Manager is designated in Attachment E - CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Contract Manager.

8.1.2 CONTRACTOR's Contract Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Contract Manager and COUNTY's Contract Program Monitor on a regular basis.

8.2 Approval of CONTRACTOR's Staff

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. COUNTY has the absolute right to disapprove any of CONTRACTOR's staff performing work pursuant to this Contract as well as any proposed changes in CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Contract Manager.

8.3 CONTRACTOR's Staff Identification

CONTRACTOR shall notify the COUNTY within five (5) business days when staff is terminated from working under this Contract.

8.4 Other CONTRACTOR Personnel

CONTRACTOR shall provide all necessary supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

8.5 Background and Security Investigations

8.5.1 All CONTRACTOR staff performing services under this Contract shall have undergone and passed, in the regular course of the District's hiring process, a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background

investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.

8.5.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance. This section shall only apply to CONTRACTOR if expressly agreed to by the applicable collective bargaining units representing CONTRACTOR's employees, where such employees perform under this Contract.

8.5.3 Disqualification, if any, of CONTRACTOR's staff, pursuant to this sub-paragraph 8.5 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.6 Confidentiality

8.6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, California Welfare and Institutions Code Section 10850, COUNTY policies concerning information technology security and the protection of confidential records and information.

8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 8.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined

by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.6.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.6.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Attachment C, page 2 of 3.

8.6.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement", Attachment C, page 3 of 3.

9.0 STANDARD TERMS AND CONDITIONS

9.1 CHANGES AND AMENDMENT OF TERMS

9.1.1 For any change which affects the scope of work, term, Maximum Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.

9.1.2 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.

9.1.3 COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

9.1.3.1 COUNTY reserves the right to initiate Change Notices that do not affect the scope of work, term, Maximum Contract Sum, or payments. All such changes shall be

accomplished with an executed Change Notice signed by the County Contract Administrator (CCA) and CONTRACTOR's Contract Manager.

- 9.1.3.2 For any change which affects the scope of work, term, Maximum Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.
- 9.1.3.3 The DPSS Director may prepare and sign amendments to the Contract, that do not materially effect the scope of the Contract, without further action by the County Board of Supervisors under the following conditions:
- 9.1.3.4 Amendments shall be in compliance with applicable Federal, State and County regulations.
- 9.1.3.5 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget;
- 9.1.3.6 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this Contract.
- 9.1.3.7 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within fifteen (15) days after execution of each amendment.

9.2 ASSIGNMENT AND DELEGATION

- 9.2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 9.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment

is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

9.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

9.3 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

9.4 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

9.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended,

debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

9.6 CHANGE OF ADDRESS

Either party can designate a new address by giving ten (10) days prior written notice to the other party as referenced in sub-paragraph 9.48.

9.7 INTENTIONALLY OMITTED

9.8 CHILD/ELDER ABUSE/FRAUD REPORTING

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to COUNTY.

9.9 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under this Contract

9.10 COMPLAINTS

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

9.10.1 COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

9.10.2 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

9.10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

9.10.4 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

9.10.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

9.10.6 Copies of all written responses shall be sent to the COUNTY's Contract Administrator within three (3) business days of mailing to the complainant.

9.11 COMPLETION OF CONTRACT

Prior to the expiration of this Contract, CONTRACTOR shall allow COUNTY or the newly selected CONTRACTOR, a minimum of sixty (60) calendar days transition period, to ensure the orderly transition of CONTRACTOR's services to COUNTY or the newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is

current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to one hundred (100%) percent of the last two (2) months' payments owed to CONTRACTOR.

9.12 COMPLIANCE WITH APPLICABLE LAWS

9.12.3 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.12.4 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-paragraph 9.12 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

9.12.5 CONTRACTOR shall maintain all licenses required to perform the Contract.

9.12.6 CONTRACTOR shall indemnify and hold COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage, liability, cost, and expense, including, but not limited to defense costs and attorneys fees arising from, or related to, any violation on the part of CONTRACTOR, or its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions,

licenses, permits, rights, conflict of interest, wages and hour, and non-discrimination.

9.13 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at http://www.ladpss.org/dpss/contracts/pdf/ac_handbook_07_2000.pdf. CONTRACTOR shall comply with the requirements set forth in the Contract Accounting and Administration Handbook.

9.14 COMPLIANCE WITH CIVIL RIGHTS LAWS

9.14.1 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Attachment F, "Contractor's EEO Certification" and Attachment G, "Bidder's/Offeror's Non-Discrimination in Service Statement".

9.14.2 In addition, CONTRACTOR shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, incorporates the Civil Rights requirements and other mandated Federal and State requirements that must be adhered to by DPSS, its CONTRACTORS and subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff performing work under this Contract, attends the mandatory DPSS-provided Civil Rights training.
- Effectively identifying the CalWORKs Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the CONTRACTOR already has in place. See Attachment P. (Note: Similar forms that the CONTRACTOR uses must be forwarded to DPSS for clearance).
- Ensuring that notices sent to CalWORKs Participants are in their respective designated/preferred language.
- Providing interpreters so that DPSS can ensure meaningful access to services for all CalWORKs Participants.

- CONTRACTOR is required to have staff that speaks any language spoken by twenty percent or more of CONTRACTOR's enrollment (Primary Languages). Access to the language line, upon DPSS approval, is reserved for situations where the participant speaks another language. The CONTRACTOR shall not use DPSS-provided language line in serving participants who speak Primary Languages. The COUNTY shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the CONTRACTOR's payment.
- Maintaining records that include any Civil Rights related correspondence pertaining to CalWORKs Participants.
- Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

9.14.3 A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

9.15 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.15.3 Jury Service Program:

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment K and incorporated by reference into and made a part of this Contract.

9.15.4 Written Employee Jury Service Policy

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate, to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

9.16 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

9.17 CONFLICT OF INTEREST

9.17.3 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

9.17.4 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

9.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Subject to applicable law and CONTRACTOR's policies (including but not limited to, the California Education Code, CONTRACTOR's Board Rules, Administrative Regulations, Personnel Commission Rules, and applicable collective bargaining agreements with CONTRACTOR), should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract on the same terms as all other qualified applicants for such openings.

9.19 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM PARTICIPANTS FOR EMPLOYMENT

Subject to applicable law and CONTRACTOR's policies (including but not limited to, the California Education Code, CONTRACTOR's Board Rules, Administrative Regulations, Personnel Commission Rules, and applicable collective bargaining agreements with CONTRACTOR), should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position on the same terms as all other qualified applicants for such openings. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

9.20 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

9.21 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.21.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

9.21.2 **Chapter 2.202 of the County Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

9.21.3 **Non-responsible Contractor**

COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

9.21.4 **Contractor Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The

CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.21.5 **Review of Debarment Determination**

1. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
2. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
3. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and

recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.21.6 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

9.22 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster as set forth in Attachment O of this Contract, in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

9.23 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

9.23.1 CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.23.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.24 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

9.25 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.25.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.25.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

9.26 DISPUTES

Any disputes between the COUNTY and CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

9.27 EMPLOYEE SAFETY

CONTRACTOR will assure that CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

9.28 EMPLOYMENT ELIGIBILITY VERIFICATION

- 9.28.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 9.28.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.29 FACSIMILE REPRESENTATIONS

COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.30 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

9.31 FISCAL ACCOUNTABILITY

9.31.1 Fiscal Policies/Procedures

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

9.31.2 Accounting

CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain its accounting system on an accrual basis.

9.31.3 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of CONTRACTOR.

9.31.4 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in appropriate services provisions and regulations, the COUNTY reserves the right to withhold ten (10) percent of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

9.31.5 **Disallowed Costs**

Provided Federal or State program and funding laws and regulations do not prohibit, CONTRACTOR shall use all Contract funds for the benefit of the Community College CalWORKs program. In addition, the CONTRACTOR shall expend funds on reasonable and allowable expenditures in providing the necessary Community College CalWORKs program services as specified in this contract. The COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that CONTRACTOR has with the COUNTY. The COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to the COUNTY or the State for such audit exceptions as were caused by CONTRACTOR, upon demand by the COUNTY. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

9.32 **FORCE MAJEURE**

- 9.32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 9.32.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean subcontractors at any tier.
- 9.32.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

9.33 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

9.34 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to DPSS staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours and upon reasonable notice. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

9.35 INDEPENDENT CONTRACTOR STATUS

9.35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.35.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

9.35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

9.35.4 CONTRACTOR shall adhere to the provisions in subparagraph 8.6, Confidentiality.

9.36 INDEMNIFICATION

Except for the negligence or willful misconduct of COUNTY and any of its directors, officers, agents, employees, assigns, and successors in interest, CONTRACTOR undertakes and agrees to defend, indemnify, and hold harmless COUNTY and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by CONTRACTOR or its employees and agents in connection with its activities under this Contract.

Except for the negligence or willful misconduct of CONTRACTOR and any of its directors, officers, agents, employees, assigns, and successors in interest, COUNTY undertakes and agrees to defend, indemnify, and hold harmless CONTRACTOR and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including COUNTY's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by COUNTY or its employees and agents in connection with its activities under this Contract.

9.37 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in sub-paragraphs 9.37 and 9.38 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

9.37.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address

shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South 2nd Floor
City of Industry, CA 91746
Attention: CCA

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

9.37.2 **Additional Insured Status and Scope of Coverage**

The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.37.3 **Cancellation of or Changes in Insurance**

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

9.37.4 **Failure to Maintain Insurance**

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

9.37.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.

9.37.6 **CONTRACTOR's Insurance Shall Be Primary**

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

9.37.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.37.8 **Subcontractor Insurance Coverage Requirements**

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9.37.9 **Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.37.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

9.37.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

9.37.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

9.37.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any such program.

9.37.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

9.38 INSURANCE COVERAGE

9.38.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 9.38.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 9.38.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 9.38.4 **Property Coverage** CONTRACTORS given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

9.39 LIQUIDATED DAMAGES

- 9.39.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

9.39.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum.
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, the Statement of Work and Statement of Work, Technical Exhibit I, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR.
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

9.39.3 The action noted in sub-paragraph 9.39.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

9.39.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 9.39.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

9.40 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

9.41 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.41.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.41.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment F - CONTRACTOR's EEO Certification.
- 9.41.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.41.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 9.41.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.41.6 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 9.41 when so requested by the COUNTY.

9.41.7 If the COUNTY finds that any provisions of this sub-paragraph 9.41 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

9.41.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

9.42 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

9.43 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

9.44 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of the COUNTY's Contract Administrator and/or COUNTY's Contract Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY's Contract Administrator or

COUNTY's Contract Director is not able to resolve the dispute, the Department Head, or designee, shall resolve it.

9.45 NOTICE OF MEETINGS

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice five (5) business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both CONTRACTOR and the COUNTY.

9.46 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

9.47 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment O of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.48 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be via email, in writing (hand delivered with signed receipt), or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment D - COUNTY's Administration and Attachment E - CONTRACTOR's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or designee, shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

9.49 INTENTIONALLY OMITTED

9.50 INTENTIONALLY OMITTED

9.51 PERFORMANCE REQUIREMENTS

If CONTRACTOR fails to meet the Contract requirements as specified in Attachment A, Statement of Work, Technical Exhibit I, Performance Requirements Summary (PRS) Chart hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of sub-paragraph 9.64, Termination for Default. This sub-paragraph 9.51 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience, per sub-paragraph 9.63.

9.52 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

9.53 INTENTIONALLY OMITTED

9.54 PUBLIC RECORDS ACT

9.54.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 9.56 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.54.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify the COUNTY

from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act related to CONTRACTOR's obligations under this Contract.

9.55 PUBLICITY

9.55.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials (not including the Colleges' school newspaper) using the name of the COUNTY without the prior written consent of the COUNTY's Contract Director. The COUNTY shall not unreasonably withhold written consent.

9.55.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this sub-paragraph 9.55 shall apply.

9.56 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that the COUNTY, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract upon on reasonable notification to CONTRACTOR. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY, State or

Federal authorities during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's sole option, CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to exercise its rights under this sub-paragraph.

9.56.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.56.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 9.56 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

9.56.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

9.57 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

9.58 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers subject to the approval of COUNTY as described in sub-paragraph 8.2. COUNTY shall promptly inform CONTRACTOR of any performance issues regarding CONTRACTOR's staff performing work pursuant to this Contract. CONTRACTOR shall address performance issues raised by COUNTY in a manner mutually agreeable to CONTRACTOR and COUNTY.

9.59 RULES AND REGULATIONS

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director, or designee, shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director, or designee, that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue Services hereunder.

9.60 SHRED CONFIDENTIAL DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 9.56 of this Contract are to be maintained during the term of this Contract and for a period of five (5) years thereafter or longer if required by law.

9.61 **SUBCONTRACTING**

- 9.61.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 9.61.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- A description of the work to be performed by the Subcontractor.
 - A draft copy of the proposed subcontract.
 - Other pertinent information and/or certifications requested by the COUNTY.
- 9.61.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 9.61.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 9.61.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 9.61.6 The COUNTY's Contract Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for its files.
- 9.61.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

9.61.8 CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attn: CCA

before any Subcontractor employee may perform any work hereunder.

9.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 9.23 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 9.64 - Termination for Default and Pursue Debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

9.63 TERMINATION FOR CONVENIENCE

9.63.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

9.63.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice.
- Complete performance of such part of the work as shall not have been terminated by such notice.

9.63.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 9.56, Record Retention and Inspection/Audit Settlement.

9.64 TERMINATION FOR DEFAULT

9.64.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Contract Director:

- CONTRACTOR has materially breached this Contract.
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract.
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

9.64.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 9.64.1 the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.64.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 9.64.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault

or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 9.64.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 9.64, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 9.64, or that the default was excusable under the provisions of sub-paragraph 9.63.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 9.63 - Termination for Convenience.
- 9.64.5 The rights and remedies of the COUNTY provided in this sub-paragraph 9.64 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.65 TERMINATION FOR IMPROPER CONSIDERATION

- 9.65.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 9.65.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.65.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.66 TERMINATION FOR INSOLVENCY

9.66.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code.
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code.
- The appointment of a Receiver or Trustee for the CONTRACTOR.
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

9.66.2 The rights and remedies of the COUNTY provided in this subparagraph 9.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.67 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

9.68 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for

this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

9.69 TIMELY COMPLETION

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

9.70 INTENTIONALLY OMITTED

9.71 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.72 VERBAL DISCUSSIONS

The Contract Manager, or Back-up Contract Manager designated in writing to act in CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours of said inquiry, with the exception of COUNTY and scheduled CONTRACTOR holidays.

9.73 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach of said or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.74 WARRANTY

CONTRACTOR warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY with the exception of COUNTY and scheduled CONTRACTOR holidays correct any and all defects, deficiencies, errors or omissions in Services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

9.75 WARRANTY AGAINST CONTINGENT FEES

9.75.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

9.75.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.76 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles COUNTY Code Chapter 2.206.

9.77 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 9.76 "Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be

grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.206.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the Charitable Contributions Certification, Attachment L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202).

10.2 COMPLIANCE WITH REGULATIONS

CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and

supplemented in Department of Labor Regulations, 41 CFR,
Part 60}

10.2.1 CONTRACTOR shall maintain all licenses required to perform the Contract.

10.2.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Acting Director of the Department of Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2012. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By: _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services

_____ **COMMUNITY COLLEGE DISTRICT**

By: _____
Name:
Title:
Address

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

JOHN F. KRATTLI, ACTING COUNTY COUNSEL

By _____
Allison Morse, Senior Deputy County Counsel

STATEMENT OF WORK
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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 2.0 COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials and other items or services necessary to provide coordination services for COUNTY referred CalWORKs Participants. CONTRACTOR must perform to the standards in Attachment A, Technical Exhibit I, Performance Requirements Summary (PRS) Chart, hereunder.

1.1.1 COUNTY shall refer CalWORKs Participants to the CONTRACTOR for services provided as specified in Section 4.0, Specific Tasks, herein.

1.1.2 CONTRACTOR shall provide all necessary reports.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

1.2.1.1 COUNTY will designate one (1) person who will act as the CCA for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

1.2.1.2 Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract using the quality assurance procedures established in Attachment A, Technical Exhibit I, Performance Requirements Summary (PRS) Chart or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract.

1.2.1.3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to this Contract, Paragraph 9.0, Standard Terms and Conditions and Changes and Amendment of Terms, sub-paragraph 9.1.

1.2.1.4 Ensure that technical standards and requirements of this Contract are met, and evaluate the CONTRACTOR's performance under this Contract.

1.3 KEY CONTRACTOR PERSONNEL

CONTRACTOR shall provide staff who have the necessary professional background, experience and expertise to provide the services required in

this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Staff shall be hired according to minimum qualifications set forth by each district at time of hire.

CONTRACTOR shall recruit and maintain sufficient staff for ongoing provision of services. CONTRACTOR shall ensure it is able to meet the needs of our non-English speaking participants, including participants that are hearing impaired.

1.3.1 **Contract Manager**

CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.2 Be available to provide services to COUNTY Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding COUNTY and established and scheduled CONTRACTOR holidays.
- 1.3.1.3 Be able to read, write, speak, and understand English fluently.

1.3.2 CONTRACTOR shall provide a Contract Manager who is qualified to ensure all qualified professionals and clerical personnel; complete the required tasks of this Contract.

1.4 **QUALITY CONTROL PLAN**

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the COUNTY a consistently high level of service throughout the term of this Contract. The QCP which is subject to approval or rejection by COUNTY shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of CCA's request. The QCP shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses and qualifying experience.
- 1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met.
- 1.4.3 Method for monitoring and evaluating work performed.
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.4.5 Method of record retention of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request.
- 1.4.6 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Contract
- 1.4.8 Method for surveying participants on a regular basis to obtain feedback on services.
- 1.4.9 Monitoring methods to be used, such as:
 - 1.4.9.1 Random sampling;
 - 1.4.9.2 100% review;
 - 1.4.9.3 CalWORKs Participant complaints;
 - 1.4.9.4 CalWORKs Participant surveys; and/or
 - 1.4.9.5 Information, reports or data that may be provided by COUNTY.

1.5 HOURS OF OPERATION

CONTRACTOR shall be available to provide services to COUNTY Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding COUNTY and established and scheduled CONTRACTOR holidays. At the beginning of each school year, CONTRACTOR shall provide the CCA with a schedule of all days that the CONTRACTOR shall not be in session including established CONTRACTOR holidays.

2.0 COUNTY FURNISHED ITEMS

2.1 MATERIALS

COUNTY shall provide:

2.1.1 A supply of Civil Rights Complaint forms, PA 607, for use by CONTRACTOR's staff in reporting civil rights complaints.

2.1.2 A list of the COUNTY - observed holidays.

2.1.3 Civil Rights training

2.1.4 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 PERSONNEL

CONTRACTOR will provide all qualified professional and clerical personnel, including bilingual staff, necessary to complete the required tasks of this Contract.

3.1 MATERIALS

3.2.1 CONTRACTOR will provide updated lists of all sites to be used, including any extension site as part of the Monthly Management Report (MMR), (see Attachment A, Technical Exhibit II).

3.2.2 CONTRACTOR shall post in CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

3.3 FACILITIES

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

3.4 TRAINING

- 3.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract.
- 3.4.2 CONTRACTOR shall provide training on reporting child abuse/elder abuse for all CONTRACTOR staff performing work under this Contract. CONTRACTOR shall utilize COUNTY provided written material and/or videos when available.

3.5 CIVIL RIGHTS COMPLAINTS PROCEDURES

In addition to complying with sub-paragraph 9.14 of the Contract, Compliance with Civil Rights Laws, CONTRACTOR shall comply with the Civil Rights requirements as directed by DPSS, which includes but is not limited to the following:

- 3.5.1 CONTRACTOR must provide and assist CalWORKs Participants with completing a PA 607 Complaint of Discriminatory Treatment in the participant's primary language.
- 3.5.2 CONTRACTOR must maintain a log of Civil Rights complaints
- 3.5.3 Contractor Manager will act as the Civil Rights Liaison (CRL) between the CONTRACTOR and the CCA and DPSS' Civil Rights Section (CRS)
- 3.5.4 The Contractor Manager/CRLs must forward all PA 607s to the CCA within two (2) business days.
- 3.5.5 Contractor Manager/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

3.6 SECURITY FOR GEARS EQUIPMENT (IF APPLICABLE)

If CONTRACTOR is utilizing the GEARS system, CONTRACTOR shall provide all security measures to ensure that the GEARS computer and equipment are secured and maintained.

- 3.6.1 The COUNTY uses a standard cable-lock set to lockdown the GEARS computer and monitor. In some cases, it will be necessary for the COUNTY to add an anchoring plate using cyanoacrylate adhesive (Super-Glue), or by drilling and adding screws to CONTRACTOR's furniture. In cases where this is necessary, the anchor will be added in an inconspicuous place. The anchoring plate is permanent.

- 3.6.2 If CONTRACTOR requires changes in a GEARS terminal, CONTRACTOR shall provide a minimum of sixty (60) days prior written notice to COUNTY, obtain COUNTY approval, pay for all expenses of COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY-provided computer equipment. CONTRACTOR shall safeguard the integrity of all COUNTY systems by ensuring that all CONTRACTOR employees abide by COUNTY's User policies and Employee Acknowledgment and Confidentiality Agreements. CONTRACTOR shall follow COUNTY policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance. At a minimum, CONTRACTOR must ensure that all CONTRACTOR staff no longer working under this contract shall have their computer accounts deleted.
- 3.6.3 CONTRACTOR must maintain the security and integrity of the GEARS computer systems by having up-to-date GEARS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

4.0 SPECIFIC TASKS

4.1 DEVELOPMENT ACTIVITIES

- 4.1.1 CONTRACTOR shall recruit and maintain sufficient staff for ongoing provision of services. CONTRACTOR shall ensure it is able to meet the needs of our non-English speaking CalWORKs Participants, including CalWORKs Participants that are hearing impaired.
- 4.1.2 CONTRACTOR shall ensure that hired staff shows interest in the vision of CalWORKs and have the language/reading proficiencies required for the position.
- 4.1.3 CONTRACTOR shall ensure that staff has a general understanding of the concepts listed below prior to providing Community College CalWORKs coordination services. The concepts shall include, but not limited to the following:
- 4.1.3.1 Introduction to the GAIN program including program components, program flow, CalWORKs Participant requirements and program goals.

4.2 DIRECT SERVICES REQUIREMENTS

CONTRACTOR shall provide services under this Contract only to CalWORKs Participants referred by the Los Angeles County GAIN

Program or REP Program with a GN 6006, GN 6005 or other referral form approved by the COUNTY.

- 4.2.1 CONTRACTOR shall conduct a comprehensive intake process, which may take more than one scheduled appointment, for each referred CalWORKs Participant which does not duplicate COUNTY operations. The following elements shall be addressed by the CONTRACTOR as it relates to the CalWORKs Participants:
 - 4.2.1.1 A personal interview and history-taking.
 - 4.2.1.2 Placement testing of needs for basic skills and remediation.
 - 4.2.1.3 Referral to college career counseling office as needed.
- 4.2.2 CONTRACTOR shall assess/evaluate existing vocational information to ensure that appropriate instructional services are provided to CalWORKs Participants and that services are not being duplicated.
- 4.2.3 CONTRACTOR shall ensure that the services provided match, to the extent possible, the CalWORKs Participant's employment goal. If the W-t-W Employment Plan (GN 6014) is not provided at time of enrollment, CONTRACTOR will make every effort to contact the COUNTY to request the information and document the effort in the case folder.
- 4.2.4 CONTRACTOR shall consider the cultural and linguistic background of the CalWORKs Participant in selecting and administering the Program to CalWORKs Participants.
- 4.2.5 Upon confirmation of the CalWORKs Participant's orientation appointment with the CONTRACTOR's staff assigned to this Contract, a file folder will be created for each CalWORKs Participant. The file folder shall contain the CalWORKs Participant's intake information and critical documents/information such as previous evaluations, assessments or referral for supportive services. In addition, the file folder shall contain a chronological record of all contact with the CalWORKs Participant and DPSS staff.
- 4.2.6 CONTRACTOR shall accept telephone calls from the GAIN Service Workers (GSWs) to verify that the CalWORKs Participant did not show for their scheduled orientation appointment.
- 4.2.7 When the CONTRACTOR becomes aware of the need for an extension based on the education plan and as requested by the

GSW, the CONTRACTOR shall review the CalWORKs case to determine if the extension is, in fact, needed. If an extension is needed, the CONTRACTOR shall notify the GSW immediately.

- 4.2.8 CONTRACTOR shall ensure the return of the GN 6006 to DPSS staff within 10 business days from the date the CONTRACTOR receives the request from the CalWORKs Participant or from DPSS (whichever is later).
- 4.2.9 CONTRACTOR shall ensure the proper completion of the CalWORKs Participant's Progress Report by using the standards of progress and attendance established by each CONTRACTOR's sites (GN 6070).
- 4.2.10 The CONTRACTOR shall fax the progress report to the GAIN Services Worker or provide the Progress Report to the CalWORKs Participant for submission to the GAIN Services Worker.
- 4.2.11 CONTRACTOR shall coordinate with the COUNTY on issues related to but not limited to the CalWORKs Participants: child care, transportation, ancillary expenses and learning disabilities (HIPPA rules apply).
- 4.2.12 CONTRACTOR shall notify the GSW as soon as they become aware that the participant is no longer enrolled at the college or has dropped a class.
- 4.2.13 CONTRACTOR shall maintain written policies relating to the Program, provide copies and updates upon CCA's request and ensure the CalWORKs program includes:
- 4.2.13.1 An intention to work with DPSS on employer-based education/training programs; and
- 4.2.13.2 Programs that reflect partnership/collaboration with local Workforce Investment Boards, One-stop center, Department of Labor grantee agencies.
- 4.2.14 CONTRACTOR shall properly complete the Monthly Attendance Report Form (GN6365), see Attachment N, by verifying college and educational enrollment of all COUNTY referred CalWORKs Participants on a monthly basis.
- 4.2.15 CONTRACTOR shall assist COUNTY with providing necessary verification and documentation of enrollment in conjunction with CalWORKs participation hours reported via the GN 6365 for COUNTY referred CalWORKs Participants whose cases have been randomly selected for Federal/State audits.

4.2.16 CONTRACTOR shall make an effort to serve participants who are considered to be Post Time Limited. Services should include completing forms such as the GN 6005A, GN 6006, GN 6365 and GN 6070.

4.3 OPERATIONAL SUPPORT

4.3.1 CONTRACTOR shall provide comprehensive financial services. Such services shall include, but are not limited to, the following:

- 4.3.1.1 Maintenance of CONTRACTOR's financial records
- 4.3.1.2 Submission of monthly fiscal reports to COUNTY;
- 4.3.1.3 Disbursement of funds to Subcontractors (if applicable);
- 4.3.1.4 Monitoring of Subcontractors (if applicable) and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements.

4.4 REPORTING TASKS

4.4.1 CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the Contract duties and purposes contained herein.

4.4.2 CONTRACTOR shall complete a Monthly Management Report (MMR), (see Attachment A, Technical Exhibit II). The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice (reference Paragraph 6.0, Invoices and Payments) by the twentieth (20th) calendar day of each succeeding month.

4.4.3 CONTRACTOR shall provide COUNTY, at the end of each fiscal year, the number of unduplicated CalWORKs Participants for the entire fiscal year that: 1) were referred, 2) were enrolled SIPs, 3) exited the Program by completing the course and 4) exited the Program by being dropped from the course.

4.5 PERFORMANCE MEASURES

4.5.1 CONTRACTOR shall perform the services in this Statement of Work, including, but not limited to, subsection 4.1 and 4.2 above, in a manner so as to ensure that ninety-five (95%) percent of CalWORKs Participants surveyed by COUNTY indicate that the services in subsection 4.1 and 4.2 assisted them in completing their educational program (the course of study the CalWORKs Participant is enrolled in) at CONTRACTOR's site.

- 4.5.2 CONTRACTOR shall ensure that the services in subsection 4.1 and 4.2, above, result in the effective tracking and reporting of enrollment, progress and course/program completion for one hundred (100%) percent of the CalWORKs Participants enrolled at CONTRACTOR's site.

5.0 TECHNICAL EXHIBITS

5.1 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.1.1 INTRODUCTION

This Technical Exhibit lists the required services which will be monitored by the COUNTY during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of this Contract and Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of Community College CalWORKs Program Services to CalWORKs Participants is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

5.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Attachment A, Technical Exhibit I, and:

- 5.1.2.1 Provides the Section or sub-section referenced (Column 1 of chart) and/or the Paragraph or sub-paragraph referenced.
- 5.1.2.2 Defines the Standard of performance for each required service (Column 3 of chart).
- 5.1.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses a fiscal deduction (Column 4 of chart).
- 5.1.2.4 Indicates fiscal deductions to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart).

5.1.3 QUALITY ASSURANCE

- 5.1.3.1 COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. CONTRACTOR'S performance will be compared to this Contract's Standards and AQLs using the COUNTY's Contract Monitoring Plan. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract (refer to Paragraph 9.0, sub-paragraph 9.38, Liquidated Damages herein above, and in Attachment A, Technical Exhibit I, Performance Requirements Summary, hereunder.

- 5.1.3.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report, Attachment A, Technical Exhibit III, is issued, and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

- 5.1.3.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 5.1.3.4 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the Performance Evaluation Meeting.
- 5.1.3.5 COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may be used include:
- Random sampling [for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
 - One hundred (100%) percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
 - Review of reports and files maintained by the CONTRACTOR.
 - On-site evaluations and monitoring.
 - Evaluation of complaints.
 - CalWORKs Participants and end user surveys.

5.1.4 CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved

by the Contract Manager within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy Report when the performance is unacceptable. Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The CDR will require the CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days. The CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR format is shown in Attachment A, Technical Exhibit III.

5.1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

5.1.5.1 In monitoring the CONTRACTOR's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the standard, and conclusions are made about CONTRACTOR performance for the whole population

The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance.
- b. *Lot Size* - the total number of units or services to be provided monthly.
- c. *Sample Size* - the number of units or services to be checked for a given time period.
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

5.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by how often CONTRACTOR will provide a service during the month or the number of case folders filed at CONTRACTOR's site. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

5.1.5.3 When services performed are determined to be unacceptable in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review even though fiscal penalties may be imposed.

5.1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

5.1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR's performance does not conform to the requirements of this Contract, the COUNTY will first discuss the unsatisfactory performance with the CONTRACTOR to determine good cause. If good cause does not exist, the COUNTY will have the option to apply the following nonperformance remedies:

5.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

5.1.7.2 Reduce payment to CONTRACTOR by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.

5.1.7.3 Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

5.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of

such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

This Section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Paragraph 9.0 of this Contract, sub-paragraph 9.63, Termination for Convenience of County, herein above.

PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGE CAIWORKS PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions For Unsatisfactory Remedies For Exceeding the AQL
Attachment A, Statement of Work (SOW), Section 1.4 - Quality Control Plan (QCP).	CONTRACTOR provides QCP and any subsequent revisions upon CCA request. CONTRACTOR maintains QC review records and provides upon CCA request.	QC Plan received by CCA on Contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0.0%	Review of plan and revised plans. Periodic review of records.	\$50.00 per day late and/or any of the remedies indicated in the SOW, Section 5.0 Technical Exhibits, subsection 5.1.7 \$50.00-per item deficient and/or \$50.00-per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, sub-paragraphs 9.8, 9.12 and 9.14, Complies with all laws such as Child/Adult Abuse Reporting and 9.14, EEO & Responsibilities and Nondiscrimination Notices.</p>	<p>Instances of abuse reported. Notices posted.</p>	<p>On site review indicates compliance such as notices posted in CONTRACTOR facilities and easily accessible to employees. CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures required to perform the duties of this Contract.</p> <p>CONTRACTOR shall maintain all licenses required to perform the Contract.</p>	<p>0.0%</p>	<p>Review of records. User complaint and/or on-site investigation On site monitoring</p>	<p>\$50.00-per incident \$100.00 per incident \$100.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, SOW, Section 1.3 - Key CONTRACTOR Personnel.	Provide at Contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0.0%	Notification by U.S. mail, e-mail, or telephone.	\$50.00 per day for late notification and/or any of the remedies indicated in the SOW, Section 5.0 Technical Exhibits, subsection 5.1.7
Contract, sub-paragraph 9.19, Consideration of Hiring GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer CalWORKs Participants.	0.0%	Periodic review of records.	\$50.00 for each failure to comply with CCA requests.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, sub-paragraph 8.6, Confidentiality.</p>	<p>Employee Acknowledgment & Confidentiality Agreement signed by the employee.</p>	<p>Copy of Agreement in CONTRACTOR files. CONTRACTOR maintains confidentiality in accordance with all applicable laws, regulations, rules, policies, etc. CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. CONTRACTOR, its employees and non-employees performing services covered by this Contract shall sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement (see Attachment C).</p>	<p>0.0%</p>	<p>Periodic review of records</p>	<p>\$100.00 per incident.</p>
			<p>0.0%</p>	<p>Periodic review of records.</p>	<p>\$50.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, Paragraph 6.0 and Attachment A, SOW, Section 4.4.2 and Section 4.4.3</p> <p>Prepare and send Monthly Invoices, Quarterly Reconciliation Invoices, Monthly Management Reports (MMR), Monthly Attendance Report and any requested Ad Hoc report.</p>	<p>Timely Invoices and Reports submitted.</p>	<p>Accurate Monthly Invoice and MMR received by the 20th calendar day following the report month.</p> <p>Accurate Quarterly Reconciliation Invoice received by the 30th calendar day following the end of the quarter.</p> <p>Ad Hoc reports received by the request date.</p>	<p>5 days after the due date</p>	<p>Review of Invoices and reports.</p>	<p>\$50.00 after the 5th day late, however, \$100.00 after the 10th day late and/or any of the remedies indicated in the SOW, Section 5.0 Technical Exhibits., subsection 5.1.7</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract sub-paragraph 9.10 and 9.14, Attachment A, SOW, Section 3.5 – Complaints, Compliance with Civil Rights Laws and Civil Rights Complaints Procedures</p>	<p>CONTRACTOR shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.</p> <p>CONTRACTOR must provide assistance to the CalWORKS participant with completion of the PA 607 (Complaint of Discriminatory Treatment) form, maintain a log of civil rights complaints, forward all PA 607s within 2 days to CCA and not attempt to investigate Civil Rights complaints.</p>	<p>Submit within 15 business days after Contract effective date policy on complaints.</p> <p>Provide updates to plans on a timely basis.</p> <p>Notify CCA of status on investigations within 5 days of receiving complaints.</p>	<p>0.0%</p>	<p>Periodic review of records.</p>	<p>\$100.00-for each substantiated complaint.</p>
<p>CONTRACTOR shall comply with all Civil Rights Laws as specified in sub-paragraph 9.14 of the Contract.</p>	<p>CONTRACTOR shall ensure that all performing work under this Contract, attend the Civil Rights training, identify CalWORKS Participants designated language, ensure notices are sent in the designated language and ensure all complaints are listed on the internal complaint log.</p>	<p>Provide CCA copies of all responses to complaints within 3 business days.</p> <p>CONTRACTOR shall ensure that all CONTRACTOR's staff performing work under this Contract, attend the Civil Rights training, identify CalWORKS Participants designated language, ensure notices are sent in the designated language and ensure all complaints are listed on the internal complaint log.</p>	<p>0.0%</p>	<p>Periodic review of records.</p>	<p>\$100.00 per incident</p>
<p>CONTRACTOR shall comply with all Civil Rights Laws as specified in sub-paragraph 9.14 of the Contract.</p>	<p>CONTRACTOR shall ensure that all performing work under this Contract, attend the Civil Rights training, identify CalWORKS Participants designated language, ensure notices are sent in the designated language and ensure all complaints are listed on the internal complaint log.</p>	<p>Provide CCA copies of all responses to complaints within 3 business days.</p> <p>CONTRACTOR shall ensure that all performing work under this Contract, attend the Civil Rights training, identify CalWORKS Participants designated language, ensure notices are sent in the designated language and ensure all complaints are listed on the internal complaint log.</p>	<p>0.0%</p>	<p>Periodic review of records.</p>	<p>\$100.00 per incident</p>

ATTACHMENT A, TECHNICAL EXHIBIT I

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, SOW, sub-sections 4.2.1 = 4.2.11 Direct Service Requirements - Service Provisions.	CONTRACTOR shall provide services, including any necessary assessment, case file management and timely reporting to case managers.	CONTRACTOR shall establish and execute an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services are not duplicated, create acceptable file folders for each CalWORKS Participant.	5.0%	Site visits and review of randomly selected CalWORKS Participant cases.	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Technical Exhibits, subsection 5.1.7
Attachment A, SOW, sub-section 4.2.12 - Program Requirements.	CONTRACTOR shall ensure their CC CalWORKS Program includes all required program elements.	CONTRACTOR policies shall include, at minimum, the necessary elements included in the referenced section.	0.0 %	Review of MMR and Program handbook/written policies.	\$100.00 for each failure to include necessary elements.
Attachment A, SOW sub-sections 4.2.13 – 4.2.14 Direct Service Requirements - Service Provisions.	CONTRACTOR shall complete the GN6365 by verifying college, enrollment.	CONTRACTOR shall complete required reports for all COUNTY referred CalWORKS Participants and provide verification for cases selected for Federal/State audits.	5.0%	Site visits and review of randomly selected CalWORKS Participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Technical Exhibits, subsection 5.1.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Attachment A, SOW, sub-section 4.5 - Performance Measures	CONTRACTOR shall provide services that impact the measurable outcomes.	CONTRACTOR shall ensure that services in Section 4.1, Development Activities and 4.2, Direct Services Requirements, result in 1) 95% of CalWORKs Participants surveyed by COUNTY indicate that services received assisted them in completing their education program and 2) the effective tracking and reporting of enrollment, progress and course/program completion for 100% of the CalWORKs participants enrolled at CONTRACTOR's site by completing the monthly Management Report.	0.0%	Review of MMR and invoice, site visit and CalWORKs Participants' files.	\$100.00 for each measure not met.

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA Date

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA Date

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

CONTRACTOR'S BUDGET

INTENTIONALLY BLANK

INTENTIONALLY BLANK

INTENTIONALLY BLANK

INTENTIONALLY BLANK

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, Outsourced Vendors and independent CONTRACTORs (CONTRACTOR's Staff) that will provide services in the above referenced agreement are CONTRACTOR's sole responsibility. CONTRACTOR understands and agrees that CONTRACTOR's Staff must rely exclusively upon CONTRACTOR for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's Staff's performance of work under the above-referenced contract.

CONTRACTOR understands and agrees that CONTRACTOR's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. CONTRACTOR understands and agrees that CONTRACTOR's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, CONTRACTOR and CONTRACTOR's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's Staff understand that if they are involved in County work, the County must ensure that CONTRACTOR and CONTRACTOR's Staff, will protect the confidentiality of such data and information. Consequently, CONTRACTOR must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR's Staff for the County.

CONTRACTOR and CONTRACTOR's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

CONTRACTOR and CONTRACTOR's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's Staff under the above-referenced contract. CONTRACTOR and CONTRACTOR's Staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or County employees who have a need to know the information. CONTRACTOR and CONTRACTOR's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's Staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this agreement by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

CONTRACTOR and CONTRACTOR's Staff acknowledge that violation of this agreement may subject CONTRACTOR and CONTRACTOR's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above - referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: TBD

Title: Administrative Services Manager III

Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746

Telephone: (562) 908-xxxx **Facsimile:** (562) 908-0590

E-Mail Address: tbd@dpss.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: TBD

Title: Administrative Services Manager I

Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746

Telephone: (562) 908-xxxx **Facsimile:** (562) 908-0590

E-Mail Address: tbd@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITORS:

Name: TBD

Title: Contract Program Monitor(s)

Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746

Telephone: (562) 908-xxxx **Facsimile:** (562) 908-0590

E-Mail Address: tbd@dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

**BIDDER'S/OFFEROR'S NON-DISCRIMINATION
IN-SERVICE STATEMENT**

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the CONTRACTOR, supplier or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

(circle one)

- The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- The proposer periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
- Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**Community College CalWORKs Program
MONTHLY INVOICE**

REPORT MONTH: _____ Contract Period: _____

Vendor Name/Address: _____

Contract #: _____ Vendor #: _____

Telephone Number: _____ Vendor Taxpayer ID #: _____

**ADMINISTRATIVE COST
DIRECT AND INDIRECT COSTS**

PERSONNEL: (List all positions requested)		Monthly No. of <u>Hourly rate</u>	Time Salary/ <u>Weekly hrs</u>	Allocated/ <u>Total</u>
	<u>Positions</u>			
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Salaries:	_____	\$ _____	_____	\$ _____

FRINGE/EMPLOYEE BENEFITS: (List all benefits)	Monthly <u>Fringe/Benefits</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Fringe/Employee Benefits:	\$ _____
<u>TOTAL PERSONNEL /BENEFITS COSTS:</u>	\$ _____

ADMIN/SUPPORT SERVICES EXPENSES: (List all applicable expenses)	No. of <u>Items</u>	Unit <u>Cost</u>	Monthly <u>Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>TOTAL OPERATING COSTS:</u>	\$ _____		\$ _____

TOTAL ADMINISTRATIVE UNIT - DIRECT COSTS: **\$** _____

Approved Indirect Cost Rate: ____% (refer to Section 2.2 paragraph 2.2.2) **\$** _____

GRAND TOTAL ADMIN. UNIT AND INDIRECT COSTS: **\$** _____

TOTAL INVOICE AMOUNT FOR CURRENT MONTH: **\$** _____

CERTIFICATION: "I certify that the information provided on this invoice is true and correct, based on actual expenditures for the period being claimed: performed exclusively in connection with the contract number listed: and the payroll and other vouchers connection of the expenditures are on file."

CONTRACTOR's Authorizing Signature

Date

**COMMUNITY COLLEGE CalWORKs PROGRAM
QUARTERLY RECONCILIATION REPORT
FOR THE QUARTER: _____ (mo/yr through mo/yr)**

Invoice No.: _____ CONTRACTOR Name: _____
Invoice Date: _____ CONTRACTOR Address: _____
Contract No.: _____ Tel. No.: _____
Employer Taxpayer ID: _____

Quarterly Reconciliation

Invoices paid in the quarter \$ _____ \$ _____ \$ _____
Month 1 Month 2 Month 3

Actual monthly costs for the quarter \$ _____ \$ _____ \$ _____ \$ _____
Month 1 Month 2 Month 3 Total

Underpayment/Overpayment in the quarter \$ _____

Total to be paid with this invoice (underpayment)* \$ _____

Total to be deducted from current month invoice* _____

County Contract Manager's Signature

Date

*The full underpayment/overpayment for the quarter is to be adjusted from the current month invoice.

**Community College CalWORKs Program
QUARTERLY RECONCILIATION REPORT
FOR QUARTER ENDING _____**

<u>JOB CLASSIFICATION</u>	<u>SALARIES</u>	<u>FRINGE BENEFITS</u>	<u>QTR COSTS</u>	<u>YTD COSTS</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

Total Salaries and Fringe Benefits:

\$ _____	\$ _____	\$ _____	\$ _____
----------	----------	----------	----------

OTHER EXPENDITURES:

<u>LINE ITEM</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
General & Site Supplies/Equipment	\$ _____	\$ _____
In service Training	\$ _____	\$ _____
Transportation: Mileage Reimbursement	\$ _____	\$ _____
Evaluation	\$ _____	\$ _____
Subcontracts	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Other	\$ _____	\$ _____

Total Other Expenditures:

\$ _____	\$ _____
----------	----------

TOTAL QUARTER EXPENDITURES:

\$ _____	\$ _____
----------	----------

OTHER FISCAL ACTIVITIES

Explain other changes, e.g., personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), reallocation of line item expenditures, etc.:



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205 991

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code §12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

9.20 It is not presently subject to the Act, but will comply if later activities make it subject, or,

10.20 If subject, it is currently in compliance

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit ____).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address:

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____



County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: []

CASE NUMBER: []

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line above if you give consent.
CONSENT GRANTED - By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line above if you do not give consent.
CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____

PA - 607 (REVISED 06/11) TELEPHONE: _____

COUNTY OF LOS ANGELES
Monthly Attendance Report Form

DEPARTMENT OF PUBLIC SOCIAL SERVICES
Report for the Month of _____ 20____

Participant Address _____

GAIN/REP Office Address	
Participant Name:	
Case Number:	Date:

In order to make sure that we provide you with transportation and other services we need you to record your monthly attendance in each of your Welfare-to-Work Activities. In the boxes below, tell us about your Welfare-to-Work Activities listed below for the month of _____ Year _____. Please give this form to your service provider listed so they can verify your hours. Return this form to your GAIN/REP worker on or before _____. Failure to provide this form by the due date may affect your eligibility to receive transportation and other services. If you have any questions, please contact your GAIN Services Worker/REP Worker.

GSW/RCM Name:	File Number:	GSW/RCM Phone:	Fax:
---------------	--------------	----------------	------

Please record hours of attendance and excused absences. If absent please write reason for absence and attach verification.

Activity:	Scheduled Hours															
Provider:																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only Provider Stamp: _____
 Contact Name: _____ Title: _____
 Phone: _____ Signature: _____ Date: _____

- I still need transportation child care and/or other services
 I am requesting to begin receiving transportation child care and/or other services

Absence Reporting		
Date(s)	Hours absent	Reason(s) you did not Attend

Activity:	Scheduled Hours															
Provider:																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only Provider Stamp: _____
 Contact Name: _____ Title: _____
 Phone: _____ Signature: _____ Date: _____

- I still need transportation child care and/or other services
 I am requesting to begin receiving transportation child care and/or other services

Absence Reporting		
Date(s)	Hours absent	Reason(s) you did not Attend

I hereby certify the information listed above is true and correct. In addition, I authorize the release of information to DPSS/State/Federal agencies for purposes of auditing, monitoring and verifying information.

Participant Signature: _____ Date: _____

GN 6365 (2/09)

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION

INSTRUCTIONS – PARTICIPANT

1. Please document daily attendance in your education/training activity by completing the following: (See example below). Do not report employment information on the form.

Activity: Vocational Training (Clerical Program)											Scheduled Hours: 32					
Provider: Valley College																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours	H	6			6	6		6	8			6	6	6	6	8
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours			H	6	6	6	8			8	6	6	6	6		122

* Colleges verify enrollment only Provider Stamp:

Contact Name: Jane Doe Title: CalWORKs Coordinator

Phone: (888) 891-8923 Signature: Jane Doe Date: 1/31/09

I still need transportation child care and/or other services

I am requesting to begin receiving transportation child care and/or other services

Absence Reporting

Date(s)	Hour(s) absent	Reason(s) you did not Attend
1/7/09	6	Child was sick
1/1/09 & 1/19/09	12	School Holiday

- Days of the Month - document actual hours attended per day
- Absence Reporting- if absent document date(s) and reason(s) you did not attend.
 - Below are reasons for excused absences:

Excused Absences
Absences approved by your activity provider
Holidays observed by the school administrators/provider
Medical appointments for you or children
Appointment with Eligibility or GAIN Services Worker
No child care
Transportation problems
School appointments
Job interviews
Illness for you or children
Family issues such as death in family, domestic violence...

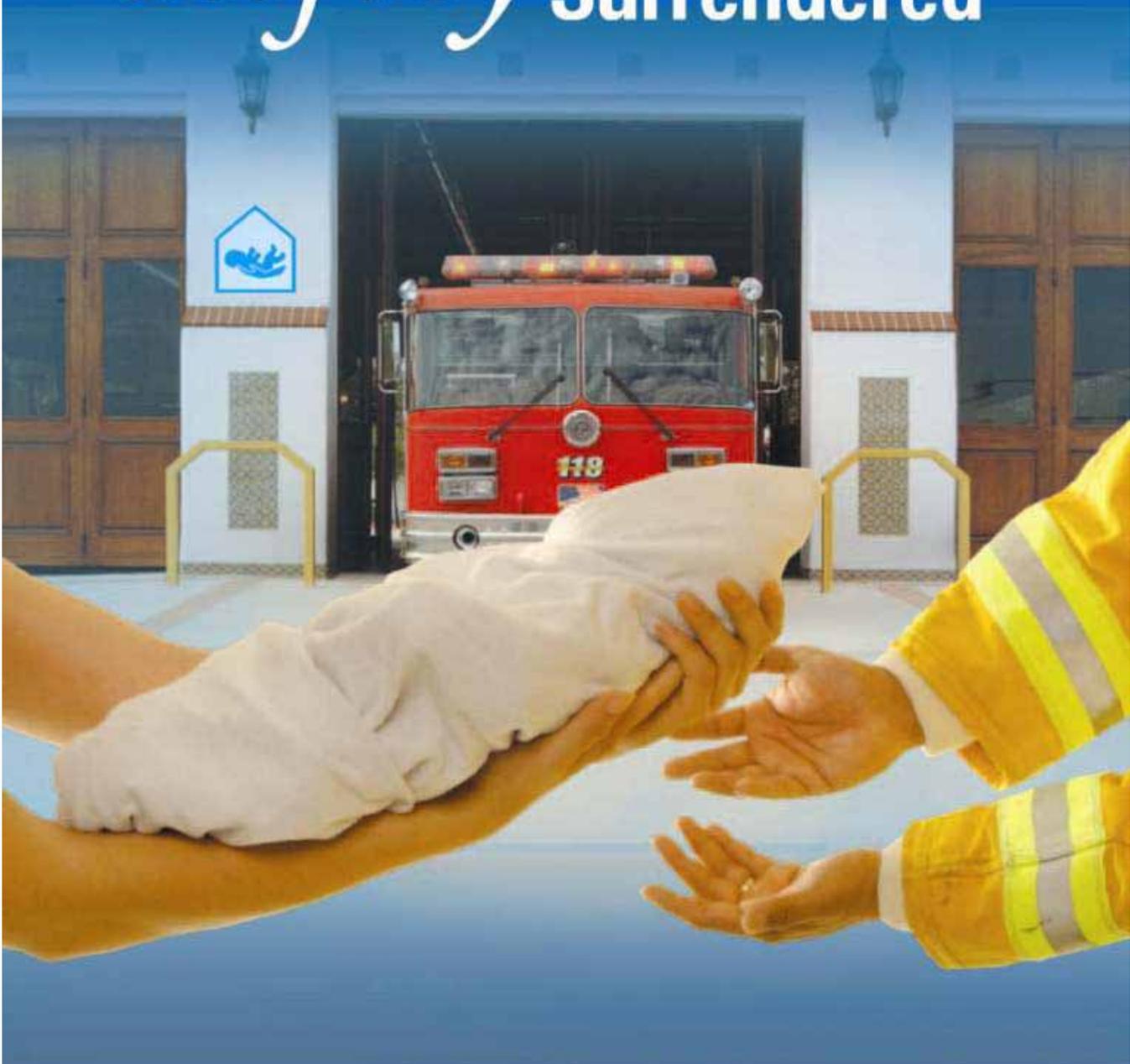
- Verification of absences must be attached to the Monthly Attendance Report form, GN 6365.
 - Verification can include doctor statement, provider statement or personal note signed by participant explaining reason for absence.
 - Total – add the hours for the entire month
2. Once you have filled in your hours, sign and date the form, submit form to the CalWORKs Office in your school or training provider for signature.
 3. Return completed form to your GAIN Services Worker by the due date indicated on the front of the form.

INSTRUCTIONS – SERVICE PROVIDER

- Please review form with participant and sign, print name, title, phone number, date, and use agency stamp.
- Once completed, the form may be faxed to the GAIN Services Worker listed in the front of the form, or given to participant to forward to GAIN Services Worker.

GN 6365 Back (2/09)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregó recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



LANGUAGE DESIGNATION FORM

CASE NAME: _____ CASE NUMBER: _____

FREE INTERPRETER SERVICES ARE AVAILABLE

(please ask your worker)

A. SPOKEN LANGUAGE DESIGNATION

I speak the language checked below. I prefer to speak/talk about my case or related matters with staff from the Department of Public Social Services in the language selected below. This designation takes the place of any choices made before.

- Armenian Cambodian Cantonese English
- Korean Mandarin Russian Spanish
- Tagalog Vietnamese Other (Specify) _____

B. WRITTEN LANGUAGE DESIGNATION

I prefer to get written letters, notices, forms and other communication in English.

OR

I prefer that written communications and forms be sent or given to me, if available, in the language specified below (Chinese is the written language for those who speak Cantonese and Mandarin). In addition, I understand that if written communications from the Department of Public Social Services are not available in the language specified below, I can receive a verbal translation by contacting my case worker.

- Armenian Cambodian Chinese
- English Korean Russian Spanish
- Tagalog Vietnamese Other (Specify) _____

APPLICANT'S/PARTICIPANT'S SIGNATURE (OR MARK)

DATE

I hereby verify that the applicant's/participant's above choices are reflected on LEADER and/or GEARS and/or CMIPS and/or any other computer program used to manage eligibility issues.

CASE CARRYING WORKER'S SIGNATURE

FILE NUMBER

DATE

SUPERVISOR'S INITIALS

DATE

FILING INSTRUCTIONS:
BWS/BSO: Documentation/Activity Folder
Retention: Permanent

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____